

RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF MIDDLEBOROUGH,
MASSACHUSETTS

September 27, 2010 – September 26, 2020

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MIDDLEBOROUGH RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Middleborough, Massachusetts (hereinafter the "Town"), said license having commenced on January 14, 2000;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated March 21, 2007 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated July 30, 2008;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a Cable System on the terms and conditions set forth herein; and

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

(a) Access Provider – shall mean the person, group, entity or non-profit entity, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

(b) Affiliate or Affiliated Person - When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(c) Basic Cable Service – Any service tier which includes the retransmission of local television broadcast Signals.

(d) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(e) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Middleborough, consisting of a set of closed transmission paths and associated signal generation, reception and

control equipment that is designated to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television Signals of one or more television broadcast stations; (b) a facility that serves Subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Cable Division – shall mean the Cable Television Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A).

(g) Cable Service or Service – shall mean the one-way transmission to Subscribers of (i) Video Programming, or (ii) other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service or as further defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

(h) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network.

(i) Effective Date – shall mean September 27, 2010.

(j) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(k) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Middleborough and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(l) Gross Annual Revenues – Revenues received by the Licensee from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television

System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; fees paid on all Subscriber fees ("fee-on-fee"); all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; all commercial Subscriber revenues on a pro-rata basis; fees paid for channels designated for commercial use; and Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; home shopping revenues; leased access revenues; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro rata portion of advertising revenues paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting Principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

(m) Issuing Authority – shall mean the Board of Selectmen of the Town of Middleborough, Massachusetts.

(n) Licensee – shall mean Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(o) License Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Middleborough, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(p) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by Subscribers or customers, multiple channels of Video Programming.

(q) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(r) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

(s) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Middleborough residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(t) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

(u) Public, Educational and Governmental Access Channel – A video Channel, which Licensee owns and shall make available to the Town or its designee(s) without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority or its designee(s), in accordance with 47 U.S.C. § 531 and the terms of this License.

(v) Public Rights of Way or Public Way – The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements or any other easements or Rights-

of-Way dedicated for compatible uses, and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town. Reference herein to a "Public Right-of-Way" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(w) Public Buildings – shall mean those buildings owned or leased by the Issuing Authority for municipal government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(x) Renewal License or License – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(y) Signal – shall mean any transmission which carries Programming from one location to another.

(z) Standard Installation – shall mean the standard one hundred fifty foot (150') aerial Drop connection to the existing distribution system.

(aa) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Licensee's express permission.

(ab) Subscriber Network – shall mean the trunk and feeder Signal distribution network over which video and audio Signals are transmitted to Subscribers.

(ac) Town – shall mean the Town of Middleborough, Massachusetts.

(ad) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(ae) Video Programming or Programming – shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts I, Inc., a Massachusetts corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Middleborough. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Renewal License.

(d) In any conflict between this Renewal License and any previous License, the terms of this Renewal License will prevail.

SECTION 2.2 – TERM

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on September 27, 2010, following the expiration of the current license, and shall expire at midnight on September 26, 2020 unless this License is earlier revoked or terminated as provided herein or surrendered.

SECTION 2.3 – POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to M.G.L.c. 166, §§22-25, permission is hereby granted to Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 – RENEWAL OF LICENSE [SEE M.G.L.c. 166A §13]

(a) In accordance with the provisions of federal law, Section 626 of the Cable Act, M.G.L.c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such modified or additional terms as Licensee and the Issuing Authority may then agree.

SECTION 2.5 - POLICE POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable state and Town laws, by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of the

Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

SECTION 2.6 – NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Middleborough; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(i) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 – AREA TO BE SERVED

(a) Licensee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least ten (10) dwelling units per aerial mile and fifteen (15) dwelling units per underground mile providing however, that any plant extension is measured from the existing Trunk and Distribution System and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Licensee shall make service available to multiple dwelling units (MDU) where economically feasible and providing that Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150') of Licensee's Distribution Cable. For non-standard installations Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial one hundred fifty feet (150') of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

(c) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Middleborough Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.2 – SUBSCRIBER NETWORK

Licensee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

SECTION 3.3 – SUBSCRIBER NETWORK CABLE DROPS

(a) Licensee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as designated by the Issuing Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation.

(b) Upon written request by the Issuing Authority, Licensee shall provide one (1) Standard Installation Drop, Outlet and Basic Cable Service at no charge to any new Public Buildings and other Town owned Public Buildings, along the Trunk and Distribution Cable subject to the limitations set forth above. The Issuing Authority or its designee shall consult with a representative of Licensee to determine the appropriate location for each of said Public Building's respective Outlet prior to requesting that Licensee install service at no charge.

(c) Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those buildings included in **Exhibit A**, or to move existing or install additional Drops or Outlets to buildings already installed pursuant to subsection (b) above.

(d) It is understood that Licensee shall not be responsible for any internal wiring of such Public Buildings.

SECTION 3.4 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System. The Licensee shall comply with all applicable requirements of federal law governing Subscribers' capability to control the reception of any channels being received on their television sets.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said box.

SECTION 3.5---EMERGENCY ALERT SYSTEM

Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC in order that emergency messages may be distributed over the System.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 – SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and Public Rights of Ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Issuing Authority, Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of

receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

SECTION 4.2 REPAIRS AND RESTORATION

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Right of Way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Licensee shall install its Cable System underground provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Renewal License such public utility lines are required by local by-law or state law to be relocated aerially or underground, Licensee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Licensee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of

such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way.

(c) Nothing in this Section shall be construed to require Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 – TREE TRIMMING

Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with MGL c. 87 and any Town bylaws and regulations.

SECTION 4.5 – PLANT MAPS

Licensee shall maintain a complete set of plant maps of the Town, which will show those areas in which its facilities generally exist. The plant maps will be retained at Licensee's primary place of business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

SECTION 4.6 – BUILDING MOVES

(a) In accordance with applicable laws, Licensee shall, at its sole expense, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

(b) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.7 – DIG SAFE

Licensee shall comply with all applicable “dig safe” provisions pursuant to M.G.L.c. 82, § 40.

SECTION 4.8 – DISCONNECTION AND RELOCATION

(a) Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 – EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Licensee, any Cable Service, program or Signal transmitted over the Cable System by Licensee.

SECTION 4.11 – COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Television Service(s) available to any commercial establishments in the Town, provided that said establishment(s) agree to pay for construction, installation and monthly subscription costs as established by the Licensee.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Licensee shall make available a Basic Cable Service tier to all Subscribers in accordance with 47 U.S.C. 534 as may be amended from time to time.

SECTION 5.2 – PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with 76.1603(c) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - REMOTE CONTROLS

Licensee shall allow Subscribers to utilize and/or purchase remote control devices which are compatible with the converter installed by Licensee, if any, and allow the use of remotes. Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) In order to ensure universal availability of PEG Access Programming, Licensee shall provide channel capacity for three (3) Channels for Public Access, Educational Access and Government Access (collectively, "PEG Channels"), in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use.

(b) Licensee shall designate capacity on three (3) channels for Public, Educational, and Governmental (PEG) Access to be used for public Video Programming provided by the Issuing Authority or its designee, educational access Video Programming provided by the Issuing Authority or its designated educational institution(s), and governmental Video Programming provided by the Issuing Authority. A Public, Educational and Governmental Access Channel may not be used to cablecast for-profit, political or commercial fundraising programs in any fashion. Unused capacity may be utilized by Licensee subject to the provisions set forth in Section 6.2.

(c) The Issuing Authority hereby authorizes Licensee to transmit such Programming within and without the Town's jurisdictional boundaries. The Licensee reserves the right to locate the PEG Access Channels within its Channel lineup in its discretion.

SECTION 6.2 – LICENSEE’S USE OF FALLOW TIME

(a) Pursuant to applicable federal law and because the Town and Licensee agree that a blank or under-utilized Access Channel is not in the public interest, in the event the Town does not completely program a Channel, upon sixty (60) days written notice, Licensee may utilize the Channel for its own purposes. Licensee may program unused time on the Channel subject to reclamation by the Town from the Licensee upon sixty (60) days written notice.

(b) Fallow time shall not be considered:

- (i) original, non-duplicated, non-alphanumeric or streamed video;
- (ii) text messaging or playback of previously aired programming;
- (iii) periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

(c) Fallow time shall be considered:

- (i) text messaging containing out of date or expired information for a period of thirty (30) days;
- (ii) a programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days.

SECTION 6.3 - PEG ACCESS PROVIDER

(a) During the period beginning with the Effective Date until May 1, 2011, or such earlier date as may be agreed to by the Issuing Authority and the Licensee (“PEG Access Transition Date”), the Licensee shall continue to be responsible for managing, operating and programming the Public and Government Access Channels. Said programming shall include, at a minimum, coverage of regular meeting meetings of the Middleborough Board of Selectmen and the Middleborough School Committee. Additional Town meeting(s) will be covered if requested in writing by the Issuing Authority at least fifteen (15) days in advance of said meeting(s).

Beginning on the PEG Access Transaction Date, the Licensee shall no longer be responsible for managing, operating or programming Middleborough community or PEG Access Programming, including the Public and Government Access Channels.

(b) During the period beginning with the Effective date and ending on the PEG Access Transition Date or such earlier date as may be agreed upon by the Issuing Authority, the Middleborough Public Schools and the Licensee, the Middleborough School Department shall continue to be responsible for managing, operating and programming the Middleborough High School/Educational Access Channel.

(c) Beginning in the PEG Access Transition Date, the Issuing Authority and/or its designee(s) shall be responsible for managing, operating and programming of PEG Access and the PEG Access Channels, as deemed appropriate by the Issuing Authority.

(d) Beginning on the Effective Date, the Access Provider shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.4 below;
- (2) Manage the annual funding, pursuant to Section 6. below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.7 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and

- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.4 - PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channel, all PEG Access Programming shall be modulated, then transmitted from an origination location on the Town-owned Institutional Network ("I-Net") to Licensee-owned headend or hub-site on an upstream channel on the I-Net or from the Licensee-owned access studio. At Licensee-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Licensee-owned Subscriber Network downstream PEG Access Channels.

(b) Licensee shall provide and maintain, at no cost to the Town, all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream Signals carrying PEG Access Programming from the Town-owned I-Net or the Licensee-owned access studio to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) Licensee shall own, maintain, repair and/or replace any Licensee-owned headend or hub-site audio and/or video Signal processing equipment. The Town and/or PEG Access Provider shall own, maintain, repair and/or replace studio and/or portable modulators and demodulators. The demarcation point between Licensee's equipment and the Town's or PEG Access Provider's equipment shall be at the output of the Town-owned I-Net connecting to the Licensee-owned headend or hub-site.

SECTION 6.5 – PEG ACCESS EQUIPMENT

(a) No later than the PEG Access Transition Date pursuant to Section 6.3, the Licensee shall deed, transfer and convey to the Issuing Authority and/or its designated Access Provider and/or access corporation, by bill of sale for a total value of One Dollar (\$1.00), all existing Licensee-owned PEG access/local origination studio and production equipment located in the Town.

(b) An inventory of all studio, production and cablecasting equipment as of the Effective Date of this Renewal License, located at the Licensee's studio at 163 East Grove Street, Middleborough is attached hereto as **Exhibit C**. The Issuing Authority acknowledges that said equipment is currently shared between the towns of Middleborough and Lakeville. The existing equipment shall be divided between Middleborough and the Town of Lakeville as follows: Middleborough's proportionate share (sixty-four percent (64%)) and the Town of Lakeville's proportionate share (thirty-six percent (36%)). The Licensee shall ensure that said equipment is currently available to the Town, subject to the proportional sharing as referenced above. The specifics of the equipment per town shall be jointly determined by the towns of Middleborough and Lakeville's designee(s). The Issuing Authority and/or its designee(s) shall be responsible for the installation and set-up of said equipment in its new location.

(c) Said equipment shall be deeded in "as is" condition and without warranty. The Licensee shall provide to the Issuing Authority all existing equipment warranties and information, including installation, setup, configuration and operation manuals, if available. The Licensee shall relocate said access/local origination equipment to a location designated by the Issuing Authority or its designee. The Licensee reserves the right to pass through the cost for said relocation to its Subscribers.

(d) Upon transfer of said equipment, the Licensee shall not have any further responsibility whatsoever for equipment owned by the Town and/or its designees, including but not limited to maintenance, insurance, repair and/or replacement of said equipment.

SECTION 6.6 – PEG ACCESS SUPPORT

(a) Upon the Effective Date of this Renewal License, the Issuing Authority shall designate the Permanent Cable Committee as the designee to oversee PEG Access for the Town. The Town's Permanent Cable Committee shall act as the agent of the Issuing Authority and shall make financial disbursements and other final actions. Said Committee may take action by majority vote of the Committee. Members of said Committee shall serve at the discretion of the Issuing Authority and may be removed at the discretion of the aforesaid Issuing Authority. On or about March 15 of each year, said Committee shall annually submit to the Issuing Authority a written report showing access needs, interests and operations and the actual use of said funds for cable access by the Town of Middleborough during the prior year.

(b) Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, for Public, Educational and Government Access purposes, equal to one percent (1%) of its Gross Annual Revenues as defined herein. Within thirty (30) days of receipt of written notice from the Issuing Authority, but in no case, no later than May 1, ²⁰¹¹~~2010~~, said Franchise Fee will increase to two and one half percent (2.5%). Upon such time, Licensee shall no longer be responsible for PEG Access within the Town. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG Access Programming operations, equipment and/or facilities including Town-owned I-Net operational support as it relates to PEG Access Programming and cable related legal fees as it relates to renewal or transfer of this said License. Said two and one half percent (2.5%) Franchise Fee shall be made to the Issuing Authority, or its designee, payable on a quarterly basis into a restricted grant account, established by the Town, and not payable into the general fund. A payment shall be made by the Licensee to the Issuing Authority or its designee on or before December 1, 2010 for the period from the Effective Date through September 30, 2010, based on the Gross Annual Revenues for said period of time. Quarterly payments shall be made thereafter based on the Gross Annual Revenues for the prior three (3) month period as follows:

<u>Quarter</u>	<u>Due Date</u>
January 1 – March 31	June 1

April 1 – June 30	September 1
July 1 – September 30	December 1
October 1 – December 31	March 1

The final payment will be made no later than December 1, 2020 for the period of July 1, 2020 – September 26, 2020.

SECTION 6.7 - PEG ACCESS CAPITAL SUPPORT

Licensee shall provide a total capital payment of Two Hundred Fifty Thousand Dollars (\$250,000) to the Issuing Authority, or its designee, to be used for the purchase of PEG Access equipment and/or facilities. All equipment purchased with these funds will be owned, operated and maintained by the Town. Said payments, shall be paid by Licensee as follows:

- (i) within forty-five (45) days of the Effective Date of this Renewal License, One Hundred Sixty Thousand Dollars (\$160,000);
- (ii) on each anniversary of the Effective Date of this Renewal License, Ten Thousand Dollars (\$10,000)

The final Ten Thousand Dollars (\$10,000) payment shall be made on or before September 27, 2019.

SECTION 6.8– REPORT OF DISBURSEMENTS

Upon written request by the Licensee, the Issuing Authority shall provide, within one hundred twenty (120) days of receipt of said notice, a written report of actual disbursements made of the funds provided by the Licensee during the prior calendar year, pursuant to this Renewal License and applicable federal and state law. If upon review of the financial records, the Licensee determines expenses were not related to a use allowed pursuant to the Renewal License, the Licensee may (i) refer the matter to the Issuing Authority or its designee(s) who shall investigate said complaint and may (ii) also require that the financial records from the previous calendar year be reviewed. After such referral of a matter to the Issuing Authority or its designee by the Licensee, the Issuing Authority shall, upon request of the Licensee, report its findings to the

Licensee, subject to any privacy rights of individuals and applicable law and regulation. If the Issuing Authority or its designee(s) determines that funds were misused, it shall take appropriate corrective action to ensure future compliance. If a subsequent violation should occur, a public hearing may be held to address said violation and review procedures for proper use and accounting procedures.

SECTION 6.9 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access Channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Licensee.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

SECTION 7.2 – TELEPHONE ACCESS

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit D**, during Normal Business Hours, as defined therein.

(b) The Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Middleborough Subscribers.

SECTION 7.3 – CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all state and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaint and emergencies and provide proper referral regarding billing and other Subscriber information. All such after-hours calls shall be

logged by the Licensee. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow up on their individual problem and/or inquiry.

SECTION 7.4 – INSTALLATION VISITS – SERVICE CALLS – RESPONSE TIME

(a) Pursuant to applicable law, the Licensee shall respond to all requests for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business day.

(c) The Licensee shall ensure that there are stand-by technician(s) on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls, and/or (iii) a number of similar complaint calls or a number of calls coming from the same area.

(d) The Licensee shall remove all Subscriber Drop Cables, within twenty-one (21) days of receiving a request from a Subscriber to do so.

SECTION 7.5 – CONSUMER COMPLAINT PROCEDURES [SEE M.G.L.c. 166A §10]

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority of its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquires, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s) and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber chooses to participate in further processing of the complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(c) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority of its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

(d) Notwithstanding the foregoing and subject to applicable laws, the Issuing Authority shall be notified by the Licensee on forms to be prescribed by the Cable Division not less than annually, of the complaints of Subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

SECTION 7.6 - PROTECTION OF SUBSCRIBER PRIVACY

Licensee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

(a) The Licensee and the Town shall comply at all times as applicable with Section 631 of the Cable Act (47 U.S.C. 551) "Protection of Subscriber Privacy", as may be amended.

(b) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(c) The Licensee shall comply with all privacy provisions contained in this Article 7 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(d) At the time of entering into an agreement to provide any Cable Service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631 (a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses and dissemination of personal Subscriber information, and describing the Licensee's policy for the protection of Subscriber privacy.

(e) Except as permitted by § 631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

SECTION 7.7 - MONITORING

Neither Licensee nor its designee nor the Issuing Authority nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, Signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, unless otherwise required

by applicable law, provided, however, that Licensee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Licensee. Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes. The Licensee shall destroy all Subscriber information of a personal nature when such information is no longer necessary for the Licensee’s lawful business purposes, or as required by applicable state and/or federal law(s).

SECTION 7.8 - POLLING

No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

SECTION 7.9 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this License, Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by Licensee as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who shall agree to maintain the confidentiality of all such information. Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For

purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by Licensee to be competitively sensitive. In the event that the Issuing Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information Licensee has designated as confidential, trade secret or proprietary, the Issuing Authority shall notify Licensee of such request and cooperate with Licensee in opposing such request.

SECTION 7.10 - EMPLOYEE IDENTIFICATION CARDS

All of Licensee’s employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Licensee.

SECTION 7.11 – SUBSCRIBERS ANTENNAS SWITCHING DEVICES

Licensee shall not remove any television antenna of any Subscriber but shall, at Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

SECTION 7.12 – SERVICE INTERRUPTIONS

In the event that Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Licensee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to Licensee from the Subscriber.

SECTION 7.13 – SUBSCRIBER TELEVISION SETS

Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that Licensee may make adjustments to television sets in the course of normal maintenance.

ARTICLE 8

PRICES, RATES AND CHARGES

SECTION 8.1 – PRICES, RATES AND CHARGES

(a) Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Licensee related to Cable Service; all rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any Affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and state notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law.

SECTION 8.2 – BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., incorporated herein and made part hereof, as the same may exist or be amended from time to time:

- (i) Billing Practices Notice;
- (ii) Services, Rates and Charges Notice;
- (iii) Form of Bill;

- (iv) Advance Billing and Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

(a) Licensee shall indemnify and hold the Town, its officials, boards, committees, agents and employees harmless at all times during the term of this License from any and all claims, suits and actions for injury and damage to persons or property, both real and personal, caused by the installation, operation, or maintenance of the Cable System. The Town shall provide the Licensee with written notice of a claim, suit or action for which it seeks indemnification under this Section 9.1 within a reasonable time after receipt of such claim, suit or action; provided that in any event the Town shall provide the Licensee with such written notice within a period of time that does not prejudice the Licensee's ability to respond, dismiss or defend the claim or action. Notwithstanding the foregoing, Licensee shall not indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Licensee in connection with PEG Access or EAS, or the distribution of any Cable Service over the Cable System. With respect to Licensee's indemnity obligations set forth in this Section 9.1, Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of Licensee's choice to defend the claim. On request, Licensee shall promptly inform the Town of the identity of Licensee's counsel, and the Town shall promptly inform the Licensee in the event of a conflict of interest between said counsel and the Town.

(b) Nothing herein shall be deemed to prevent the Town from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the

authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement includes the release of the Town and the Town does not consent to the terms of any such settlement or compromise, Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

SECTION 9.2 – INSURANCE

(a) Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

(b) Commercial General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Licensee's Cable Service business in the Town.

(c) Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

(d) Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts.

(e) Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

(f) Excess liability or umbrella coverage of not less than Five Million Dollars (\$5,000,000).

(g) The Town shall be designated as additional insured under each of the insurance policies required in this Article 9 except Worker's Compensation and Employer's Liability Insurance.

(h) Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this Agreement.

(i) Each of the required insurance policies shall be with sureties qualified to do business in the Commonwealth of Massachusetts.

(j) Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

(k) All insurance policies shall have a thirty (30) day notice of cancellation provision.

SECTION 9.3 - PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Twenty-Five Thousand Dollars (\$25,000.00). Said bond shall be upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of Section 9.10 below.

(b) The performance bond shall be conditional upon the faithful performance and discharge of all obligations of this Renewal License. Said bond shall be a continuing obligation of the Renewal License and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the Twenty-Five Thousand Dollars (\$25,000.00) required herein. Neither this Section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

(c) The performance bond shall contain, at a minimum, a thirty (30) day written notice of cancellation or reduction in the bond amount. A new bond shall be provided by the Licensee to the Issuing Authority prior to the effective date of any renewal or new bond.

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently Fifty Cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include (i) the PEG Access Annual Support (Section 6.5) and (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) interest due herein to the Issuing Authority because of late payments; and (ii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by Licensee to the Town pursuant to this Section shall be made payable to the Town unless otherwise agreed to in writing by the parties.

SECTION 9.5 – REPORTS

(a) Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) In addition, Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein. Upon written request by the Issuing Authority, the Licensee shall provide a copy of any documents or forms filed by the

Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

(c) Each party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any state or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

SECTION 9.6 - INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligation pursuant to this Renewal License.

SECTION 9.7 - GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall timely submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, such as any service outage affecting multiple Subscribers in the Town, which may be reasonably required to establish the Licensee's compliance with one or more of its obligation pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13.1(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal to the appropriate appellate entities, the determination of the Town.

SECTION 9.8 – PERFORMANCE EVALUATION HEARINGS

(a) The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing by the Issuing Authority or its designee, once per year. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the construction, operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town and which are not considered proprietary by Licensee, subject to Section 9.8(b) herein. Licensee agrees to meet with Town counsel to discuss the reasons why it considers such materials to be proprietary. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If non-compliance is found which could result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes of improvements necessary, pursuant to Section 9.10 infra.

SECTION 9.9 - EQUAL EMPLOYMENT OPPORTUNITY

Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.10 – DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position.

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings,

determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;
- (ii) Commence an action at law for monetary damages;
- (iii) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.3 herein;
- (iv) Declare the Renewal License to be revoked subject to Section 9.11 below and applicable law;
- (v) Invoke any other lawful remedy available to the Town.

SECTION 9.11---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 9.10 supra, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

SECTION 9.12 TRANSFER OR ASSIGNMENT OF RENEWAL

In accordance with applicable law, this Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L.c.166A Section 7. Under 207 CMR 4.00, an "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an

assignment or transfer shall be signed by Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with state and FCC rules and regulations, notify Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.13 - REMOVAL OF SYSTEM

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned.

SECTION 9.14 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.15 - NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal License.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 – SEVERABILITY

If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

SECTION 10.2 - FORCE MAJEURE

(a) An event or events reasonably beyond the ability of a party to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, accidents for which a party is not primarily responsible, fire, flood, or other acts of God or with respect to the Licensee's obligations hereunder, actions or inactions of any government instrumentality or public utility including condemnation, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's Cable System is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

(b) The parties shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure, provided that the Licensee takes reasonable steps under the circumstances to comply with the obligations of the License to the maximum extent possible without endangering the health or safety of the Licensee's employees or property, or the health or safety of the Town or the public,

or their property. In the event that any such delay in performance or failure to perform affects only part of the Licensee's capacity to perform, the Licensee shall perform to the maximum extent it feels possible and is able to do so in as expeditious a manner as possible under the circumstances. If either party's performance under this License is affected by Force Majeure, it shall notify the other party within a reasonable period of time under the circumstances after it has knowledge of the Force Majeure event. Furthermore, the parties hereby agree that it is not the Town's intention to subject Licensee to penalties, fines, forfeitures or revocation of this License for violations of this License where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

SECTION 10.3 – NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Town of Middleborough
Attn: Board of Selectmen
10 Nickerson Ave.
Middleborough, MA, 02346

with copies to:

Town of Middleborough
Attn: Permanent Cable Committee
10 Nickerson Ave.
Middleborough, MA, 02346

(b) Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Director, Government & Community Relations
55 Concord Street
North Reading, MA 01864

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 – JURISDICTION AND VENUE

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action or suit.

SECTION 10.5 – NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A (a – d) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from: (i) the regulation of Cable Service (including any provision of this Renewal License, or the enforcement of this Renewal License) or (ii) from a decision of approval or disapproval with respect to a grant, renewal, transfer or amendment of this Renewal License.

SECTION 10.6 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 10.7 – CAPTIONS

The captions and headings of articles and sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of this Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

SECTION 10.8 - WARRANTIES

Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

- (a) Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (b) Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against Licensee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License.

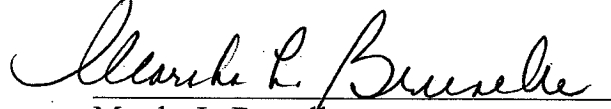
SECTION 10.9 - APPLICABILITY OF RENEWAL LICENSE

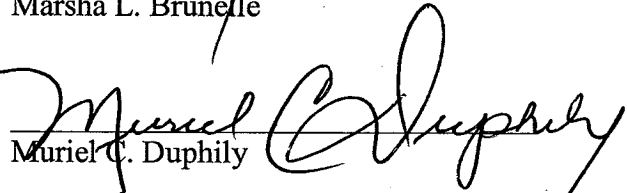
All of the provisions in this Renewal License shall apply to the Town, Licensee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 27th DAY OF
Sept, 2010.

TOWN OF MIDDLEBOROUGH

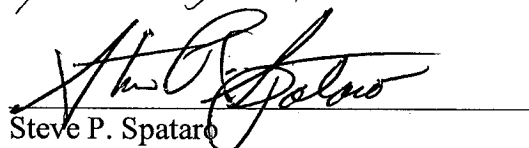
By:


Marsha L. Brunelle


Muriel C. Duphily

Stephen J. McKinnon


Alfred P. Rullo


Steve P. Spataro

COMCAST OF MASSACHUSETTS I, INC.

By:

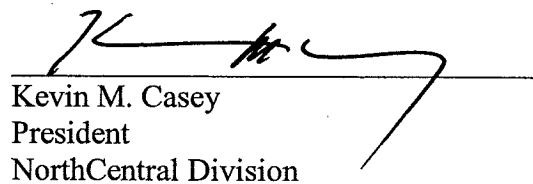

Kevin M. Casey
President
NorthCentral Division

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

Public School Buildings:

Flora Clark - Central Administration, 30 Forest Street
Middleborough High School, 71 East Grove Street
John T. Nichols, Jr. Middle School, 112 Tiger Drive
Henry B. Burkland School, 41 Mayflower Avenue
Mary K. Goode School, 31 Mayflower Avenue
Memorial Early Childhood Center, 219 North Main Street
School Street School, 6 School Street
Lincoln D. Lynch School, 49 Union Street

Municipal Buildings:

Middleborough Fire Dept., 125 N. Main Street
Middleborough Fire Dept. South Station, 566 Wareham Street
Middleborough Fire Dept. North Station, 58 Bedford Street
Council on Aging, 558 Plymouth Street
Middleborough Electric, 37 Wareham Street
Middleborough Gas, 2 Vine Street
Middleborough Gas & Electric, 32 S. Main Street
Middleborough Library, 102 N. Main Street
Middleborough Town Hall, 10 Nickerson Avenue
Middleborough Public Works, Dept., 48 Wareham Street
Middleborough Police Department, 99 North Main Street

EXHIBIT B

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

EXHIBIT C

PEG ACCESS EQUIPMENT

Qty.	Manufacturer	Model	Description
1	Echolab	MVS5COMP	Switcher
1	Mackie	1604VLZ	16 Input Audio Mixer
1	Compix	LCG4000rs	CG System Windows 2000
1	NEC	Fe700	17" Computer Monitor
2	Sony	PMV14M2U	14" Video Monitor
1	Videotek	TSM-51	Waveform
1	Videotek	VSM61	Vectorscope
2	Panasonic	WV-BM990	2-Bay BW Video Monitor
1	Panasonic	WV-BM503	Triple BW Video Monitor
3	Panasonic	AG-DS555	SVHS VCR
1	Panasonic	Ag-A850	A/B Edit Controller
1	Optimus	CD-1750	CD Player
1	Panasonic	CT1386Y	13" Video Monitor
1	BGH Syst.	85E	Amplifier
1	For.A	FA300	Time Base Corrector
2	Panasonic	BTS901Y	Color Video Monitor
1	Panasonic	WJ225R	Video Switcher
1	Sony	CCU-m5	Video Switcher
1	Sony	CCU-m5A	Camera Control Unit
1	Sony	CCU-m5A	Camera Control Unit
1	Sony	SVO-9600	VCR
1	MagicBox	VIP3	Remote CG System
1	Compaq Deskpro	866/128	For CG/Leightronix
1	NEC	NEC FE700	17" computer monitor
10	Panasonic	AG-1330	VCR w/interface
1	Panasonic	CT1387VY	Monitor/Receiver
1	Cadco	360HL	Modulator
1	Cadco	360HL	Modulator
1	Technics	SA0EX140	stereo/receiver
1	FM Systems	ALM771	Audio Level Control
1	FM Systems	ALM771	Audio Level Control
1	FM Systems	VM771	Video Level Control
1	FM Systems	VM771	Video Level Control
1	Sony	VP7000	3/4" deck
1	Panasonic	AG-DV2000	DV deck
1	Leitch	DPS235	Time Base Corrector
1	Leitch	DPS235	Time Base Corrector
1	Leightronix	Pro-16	Leightronix
1	Panasonic	DVD-S29	DVD Player
1	Panasonic	DVD-S29	DVD Player
1	Sony	DXC-327	Camera with CCUM5
1	Sony	DXC-327	Camera with CCUM5
1	Sony	DXC-327A	Camera with CCUM5

Renewal Cable Television License for the Town of Middleborough, MA
Term: September 27, 2010 – September 26, 2020
Ten Years (10 yrs)

1	Fuji	SRD-92B	Zoom/Focus control kit
2	Canon	01408A	Zoom/Focus control kit
3	Bogen	3068	Studio Tripod
2	Bogen	3198	Dolly
1	Bogen	3067	Dolly
3	Arri	531600	650W-Plus Fresnel
1	Clearcom	565010	Headset
1	Clearcom	565009	Headset
1	Clearcom	565005	Headset
1	Clearcom	565004	Headset
3	Strand Century	NA	1 KW Floodlamp
5	Fresnelite	NA	2 KW floodlamps
2	Bogen	3063 & 3046	Tripod
2	Atlas Sound	N/A	Floor Mic Stands
2	Sony	DXF-41	Electronic Viewfinder
1	Sony	DXF-50B	Electronic Viewfinder
1	Panasonic	BT-S1300	Color Video Monitor
1	Media100i/lx	100i/LX/DV	Non-linear w/DV (software)
1	Apple	M8360LL/A	G4 computer
2*	LaCie	300100	EXT SCSI HD
2	LaCie	104024	19" Electron Blue Monitors
1	Roland	ma-8	Speakers
1	Mackie	1202VLZPRO	Audio Mixer
1	Panasonic	AG-DS555	SVHS Edit Recorder
1	Panasonic	AG-DV2000	DVD Player/Recorder
1	Sony	PMV 14M2U	14" Color Monitor
1	Canon	F917000	Flatbed Scanner
1	LaCie	300791U	300 GB External HD
1	Plextor	PX-708UF	DVD/CD Rewritable Drive
1	APC	SU1000RM2U	Smart Ups 1000
1	Panasonic	AG-A850	A/B Edit Controller
3	Panasonic	AG-DS555	SVHS VCR
1	AVS	Manuscript	CG Computer
1	Sony	MX-P21	Audio Mixer
1	Panasonic	WS5500B	Special Effects Generator
2	Sony	PVM-8042q	Portable Color Monitor
1	Sony	PVM-97	B&W Monitor
1	Panasonic	DMRT6070	DVD Recorder
1	Sony	PVM-1341	Portable Color Monitor
5	Panasonic	AG-456U	SVHS Camcorder w/case
3	Canon	GL1	DV Camcorder
4*	Bogen	3063	Tripod
5	BeachTek XLR	DXA-4P	Audio XLR input for camcorder
1	Lowel	GO-91	Portable Light Kit
2*	Samson	SW8-SL3	Wireless Mic
2	Canon	ZR1000	Zoom Remote Control
1	Shure	FP33	Portable Audio Mixer
1	Sony	CZ200 AUTO	Snpak Video Light
2	Sennheiser	K6/ME66	Shotgun Microphone
1	Shure	MX412D/C	Desktop Mic
1	Varizoom	Ultimate TFT kit	On-camera LCD Monitor Kit

1	TFT	CSM - 5634A	On-camera LCD Monitor Kit
1	Shure Electro-Voice	635A	Handheld Mic
3	Sony	ECM-44B	Lavaliere Mics
2	Sony	ECM-30	Lavaliere Mics
3	Panasonic	AG-450	Camcorder w/case
1	NA	NA	25' XLR cable
2	NA	NA	12' XLR cable
2	NA	NA	50' XLR cable
1	Shure	SM58	Handheld Mic
2	Realistic	NA	Mic Stands
1	NA	NA	Table Mic Stand
2	Porta-Brace	PVM 8042Q	Nylon Bags for monitors
1	Shure	MX1BP	Preamplifier
1	Shure	mx391/C	Boundary Mic
1	Optimus	33-3022	Boundary Mic
2	Hi Capacity	BT-S1300	7.2 Volt battery packs for GL1
5	Panasonic	NA	Battery Packs for AG-456
2	NA	WP1223A	Battery Packs for AG-450
9	NA	NA	Various lengths RF cables
1	Shure Electro Voice	na	Dynamic Omni Directional Mic
6	Shure	MX412D/C	Microflex Desktop Microphone
1	Sennheiser	NA	Mic on loan from studio
1	NA	FA-200	Digital Time Base corrector
1	Sylvania	SRC 2419	19" TV/VCR combo
2	Panasonic	BT-S901YN	Color Video Monitor
3	Panasonic	WV-BM500	Black & White Video Monitor
3	Panasonic	WV-CU101	System Controller
1	Videonics	VideoMixer	Digital Video Maker
1	Shure	SCM810	Audio Mixer
1	Audio Technica	ATH-908	Headset
1	Panasonic	AG-5710	Desktop Editor VHS Recorder
1	Cadco	M-369	Modulator
2	Mid-Atlantic	PD-915R	UPS
3	Panasonic	NA	Surveillance Style Cameras
1	Mid-Atlantic	196299	Rack Mount
2	NA	NA	Floor Mic Stands
2	NA	NA	50' Mic Cable
1	NA	NA	25' Mic Cable
1	Envision	L19W661	TV Monitor
1	JVC	C-14830	13" Color TV

EXHIBIT D

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(i) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours"

must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.